## DEPARTMENT OF THE ARMY PERMIT TO OTHER FEDERAL GOVERNMENT DEPARTMENT OR AGENCY TO USE PROPERTY ON

## Seattle Transportation Corps Storage Site 4500 East Marginal Way Seattle, King County, Washington

The Department of the Air Ferre

ted a permit for a terr of P1	ive years	, beginning
15 September	rin	, and ending
14 September	, 19_62	, but revocable at
by the Secretary of the Army, to <b>use and</b> callation known as the Seattle Tr shouse 5 which is to remain under the shown substantially in red	ranspertation Corps Storags r the jurisdiction of the Ds	Site, (except partment of the

husersubstantianly its second destantian described as part hereof, together with all railtrackage, water, sever, power facilities, and AUT alarm system, located tech.

This permit is granted subject to outstanding Army Permit to the Departof Health, Education and Welfare, dated 1 January 1957 and expiring 31
suber 1961, for use and occupancy of the north section of Warehouse No. 4,
saining 13,000 square feet of floor space, together with the parcel of land
shich it is located plus adjoining land, in all 370' by 250', said permit
sched as Exhibit "C" and by this reference made a part hereof.

## also

THIS PERMIT is gramman subject to the following conditions:

- 1. That the use and occupation of the said premises shall be without cost or expense to the items of the Army, under the general supervision and subject to the approval of the officer having liate jurisdiction over the premises, and subject also to such rules and regulations as he may time to time prescribe.
- 2. That the permittee shall, at i's own expense and without cost or expense to the Department of irmy, maintain and keep in good Tepair and condition the premises herein authorized to be used.
- That any interference with or damage to property under control of the Department of the Army
  ent to the exercise of the privileges berein granted shall be promptly corrected by the permittee
  e satisfaction of the said officer.
- 4. That the permittee shall pay the cost, as determined by the said officer, of producing r supplying any utilities and other services furnished by the Department of the Army or through then to of the Army facilities for the use of the permittee.
- 5. That no additions to or alterations of the premises shall be made without the prior consent of aid officer.
- 6. That if for any reason it should be deemed necessary or expedient for the Department of the to perform functions and/or render services which are the responsibility of the permittee, the officer may, in lieu of reimbursement, require the permittee to furnish the personnel and/or ials required for the performance of said functions and/or for the rendering of said service. dition to furnishing personnel and/or materials, the permittee shall reimburse the Department of the for any costs in served by the Department of the Arm; in connection with said functions and/or ces, such as for supervision and/or equipment furnished. Selection of such personnel will be

subject to the approval of the said officer.

- 7. That on or before the date of expiration of this permit or its relinquishment by the permittee, the permittee shall vacate the said premises, remove its property therefrom, and restore the premises to a condition satisfactory to the said officer, ordinary wear and tear and damage beyond the control of the permitte excepted. If, however, this permit is revoked, the permittee shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate.
  - 8. That the permittee will provide not to exceed 10,000 square feet of open storage space within the permitted area for use of the Alaska Communications System, Department of the Army Signal Coape with essential ingress and egrees; and will afford ingress and egrees to the Department of the Army through the permitted area between Warehouse No. 5, the adjacent storage area to the cast, and Nast Marginal Way.
- 9. That the permittee will assume full responsibility for operation of all railroad temphage, AUT, stilities systems and facilities, including furnishing water and sower service for Warehouse No. 5, and for the furnishing of necessary maintenance and guard service at gates pertaining to the permitted premises, including such as required by the Department of Health, Education and Walfare in susmestion with premises occupied by them, all the above subject to rainburstment by the using agency to the Air Force Contractor by check and not by inter-agency transfer of funds, upon proper billing by the Air Force contractor of the proportionate costs attributable to each as follows:
- a. As to Warehouse No. 5, Department of the Army to pay proportionate share of water, spear and guard service at gates.
- b. As to open storage space provided Alaska Communication System, Department of the Army to pay proportionate share of guard service at gates.
- e. Department of Health, Education and Welfure to pay proportionate there of water and senur costs and guard service at gates, the Department of the Air Force not being required to furnish any additional services to this property.
- d. The ADE system and electricity for Marshouse No. 5 under the Department of the Army, for Alaska Communication System Department of the Army, and for Department of Health, Education and Malfare, will be put on separate meters may with manufacture and the cost of ADE and of electricity will be been directly by the user.
- 10. The railroad trackage presently in need of sajor repair will not be required to be repaired to a usable condition by the permittee, unless the permittee desires it.
- 21. The current contract for repair work on the roofs of Buildings 3, h, and 5 will be completed by the Department of the Army.
- 12. The Department of the Army will designate in writing to the permittee the officer having immediate jurisdiction over the premises mentioned in paragraphs 1, 3, 4, 5 and 6 above.
- 13. That the letter Right of Entry dated 10 Jamuary 1957 granting to the parmittee use and occupancy of the southerly three sections of Warehouse No. h within the parmitted area, is hereby concelled and superseded.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this 20th day of September 1957.

R. J. B. PAGE

Colonal, Corps of Engineers

District Engineer

## Description Saattle Transportation Storage Site Permitted to Department of the Air Force

A percel in the SE; of Section 13 and the HE; of Section 19. T 2h N. R & E.W.M., King County, Washington, described as follows: Beginning at a point on the east line of East Marginal Way and the north line of West Hudson Street which is the southwest corner of Lot 20, Block 6, of Industrial Addition to the City of Scattle; thence northerly 555.68 feet along the easterly right of way of East Marginal Way to the northwest serner of Lot 10 said Elock 6; thence east 200 feet along the north line of said Lot 10; thence north 450 feet to the north line of Lot 1 said Mock 6 which point is 200.00 feet east of the northwest corner of said Lot 1; thence east 76.50 feet parallel with the north line of said Lot 1; thence north 727.93 feet; thence west 16.00 feet; thence north 200.00 feet; thence S 54°59'33" W., 217.49 feet; thence along a 193.19 radius curve to the left having a central angle of 50°52'34" for a distance of 171.32 feet to the northwest corner of Lot 5, Block 5, of said Industrial Addition: thence morth 1580.00 feet along the east right of way of East Marginal Way to the northwest corner of Lot 6, Mock 355 of Seattle Tidelands; thence east 160 feet along the north line thereof; thence north 367.82 feet; thence S &1°02'58" E., 247.80 feet; thence along a 397.27 foot radius curve to the right having a central angle of 8°12'15" for a distance of 56.90 feet; themes S 32°50'34" E., 237.40 feet; themes along a 1036.23 foot radius curve to the right having a central angle of 8°09' h2" for a distance of 1h7.61 feet; thence S 2h° h0'52" E., 11.52 feet; thence S. 787.30 feet; thence from a tangent of S 21°10° E., along a 287.9h foot radius curve to the right having a central angle of 26°31' bo" for a distance of 133.32 feet; thence south 145.00 feet; thence west 75 feet to a point 25 feet east of the northeast corner of Lot 2, Block & of said Industrial Addition; thence south 1960 feet to a point 25 feet east of the southeast corner of Lot 20, Block 7; thence west 187.08 feet to the paint of beginning and containing 35.38 acres, more or less.

The above described area is subject to the rights of the Union Pacific, Oregon and Washington Railroad and Mavigation Co., Herthern Pacific, Oreat Northern and Chicago, Milmubse, St. Faul & Pacific Railroad companies to use the "Ladd Loop" track which oresess the installation entering through a gate on Diagonal Avenue from East Marginal May and leaving through a gate in the east boundary of the installation.

Gates must be left open for rail traffic.

